

# **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**AGENDA DATE:** May 17, 2006

**AGENDA ITEM #:** 4.05

**TO:** Mayor and Council Members

**FROM/PHONE:** Mark Alan, Director of Human Resources Management (954) 797-1169

**PREPARED BY:** Mark Alan

**SUBJECT:** Resolution ratifying the Collective Bargaining Agreement (CBA) between the Town and the Fraternal Order of Police (FOP) General Employees (Civilian) Bargaining Unit

**AFFECTED DISTRICT:** Not Applicable

**TITLE OF AGENDA ITEM:**

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE, INC., GENERAL EMPLOYEES BARGAINING UNIT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**REPORT IN BRIEF:**

The subject item has been agendized under the consent agenda. This resolution ratifies the negotiated Collective Bargaining Agreement (CBA) between the Town of Davie and Fraternal Order Of Police, Inc., (FOP) General Employees (Civilian) Bargaining Unit, a copy of which is attached as Exhibit A. On Wednesday, May 03, 2006, the membership of FOP Civilian Bargaining Unit voted to accept this CBA which will take effect upon adoption of this resolution and which will remain in effect through September 30, 2008.

**PREVIOUS ACTIONS:** Not Applicable

**CONCURRENCES:** Not Applicable

**FISCAL IMPACT:**

Has request been budgeted? Yes (for FY05/06)

Account Name: Employee Salary and Benefits Accounts

**RECOMMENDATIONS:** Staff recommends approval of the Resolution.

**Attachment(s):**

- Resolution
- Exhibits A

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE, INC., GENERAL EMPLOYEES BARGAINING UNIT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a collective bargaining agreement between the Town and the Florida State Lodge, Fraternal Order Of Police, Inc.(FOP), General Employees (Civilian) Bargaining Unit has been agreed upon and ratified by the FOP Civilian Bargaining Unit; and

WHEREAS, the agreement will serve to provide harmonious relations between the Town and the FOP Civilian Bargaining Unit.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby ratify the collective bargaining agreement with the FOP Civilian Bargaining Unit, attached hereto as Exhibit A.

SECTION 2. The Mayor and the Town Administrator are hereby authorized to execute the collective bargaining agreement.

SECTION 3. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of the Resolution.

SECTION 4. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2006

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2006



**GENERAL EMPLOYEES  
COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**TOWN OF DAVIE, FLORIDA**

**-And-**

**THE FLORIDA STATE LODGE,  
FRATERNAL ORDER OF POLICE, INC.**

**October 01, 2005 to September 30, 2008**

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GENERAL EMPLOYEES COLLECTIVE BARGAINING AGREEMENT BETWEEN  
THE TOWN OF DAVIE, FLORIDA AND THE FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE, INC.  
OCTOBER 01, 2005 TO SEPTEMBER 30, 2008

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**PREAMBLE**

This Agreement is made and entered into by and between the Town of Davie, (hereinafter referred to as the Town), and the Florida State Lodge, Fraternal Order Of Police, Inc., (hereinafter referred to as the Union or FOP).

Whereas the Florida State Lodge Fraternal Order Of Police, Inc. has been selected as the sole and exclusive bargaining representative for the certified bargaining unit set forth in Article 1 and has been recognized by the Town of Davie as the exclusive bargaining representative for said employees, it is the intention of the parties of this Agreement to provide, for a salary schedule, fringe benefits, and terms and conditions of employment of the employees covered by this Agreement, and to provide for an orderly and prompt method of handling and processing grievances.

This agreement reduces to writing the understanding of the Town and the Union and complies with the requirements contained in Chapter 447 Florida Statutes as amended.

Now, therefore, the parties agree as follows:

**ARTICLE 1 - RECOGNITION**

The Town of Davie recognizes the FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE, INC., (hereinafter referred as to the Union or FOP), as the exclusive representative for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment in the following designated unit:

**INCLUDED:** All regular full and part-time personnel employed by the Town of Davie in the following job classifications:

Administrative Aide,

The parties agree that representation of positions within the Administrative Aide job classification is governed pursuant to Florida Public Employees Relations Commission Final Order Number 06E-051 for Unit Clarification in Case Number UC-2005-019, which is hereto incorporated as part of this agreement.

Administrative Secretary,

Building Inspector,

Building Plans Examiner,

Buyer,

Cash Receptionist,

Chief Building Inspector,

Chief Code Compliance Inspector,

Chief Electrical Inspector,

Chief Engineering Inspector,

Chief Landscape Inspector,

Chief Mechanical Inspector,

Chief Plumbing Inspector,

Clerk III,

Clerk Customer Relations I,

Clerk Typist I,

Clerk Typist II,

Code Compliance Inspector,

Code Compliance Inspector II,

Community Affairs Representative,

Crew Leader,

Crime Scene Technician,

Electrical Inspector,

Engineering Inspector,

Equipment Operator,

Events Specialist,

Field Customer Service,

Finance Clerk I,

Finance Clerk II,

Fitness Specialist,

Grants Specialist,

Laborer,

Lead Operator,

129 Lift Station Operator,  
130 Lift Station Trainee,  
131 Maintenance Technician I,  
132 Maintenance Technician III,  
133 Mechanical Inspector,  
134 Office Assistant,  
135 Office Supervisor,  
136 Operations Supervisor,  
137 Park Ranger,  
138 Permit Clerk,  
139 Permit Examiner,  
140 Plant Operator I,  
141 Plant Operator II,  
142 Plant Operator Trainee,  
143 Plumbing Inspector,  
144 Police Service Aide (P.S.A.),  
145 P.S.A Special Assignment,  
146 Pool Lifeguard,  
147 Pool Lifeguard (part-time),  
148 Programs Specialist,  
149 Public Information Specialist,  
150 Recreation Attendant,  
151 Recreation Leader,  
152 Revenue Specialist,  
153 Safe Neighborhoods Coordinator,  
154 Secretary,  
155 Urban Forester,  
156 Utilities Field Technician I,  
157 Utilities Field Technician II,  
158 Utilities Field Technician Trainee,  
159 Utilities Maintenance Mechanic Trainee,  
160 Zoning Technician I.

161  
162 **EXCLUDED:** All other personnel employed by the Town of Davie, in job classifications not named  
163 above. All other personnel who may, from time to time, be excluded pursuant to the  
164 Florida Public Employees Relations Commission. In addition, positions within the  
165 Administrative Aide job classification which serve a director shall be excluded, pursuant  
166 to Florida Public Employees Relations Commission Final Order Number 06E-051 for  
167 Unit Clarification in Case Number UC-2005-019, which is hereto incorporated as part of  
168 this agreement. Otherwise, exclusion or inclusion of newly created positions within this  
169 classification shall be determined on a case-by-case basis in accordance with Chapter  
170 447, Florida Statutes.



171 In the event a new job classification is created within the Town, the Town will notify the bargaining unit  
172 of such action. If the Florida Public Employees Relations Commission determines that the new job  
173 classification is a job classification represented by the bargaining unit, the Town and the bargaining unit  
174 will meet and negotiation for the wages of said new job classification.  
175

176 Whenever used in this Agreement, the word "Employee" or "Employees" shall mean any person or  
177 persons employed in the aforementioned unit as defined by the Florida Public Employees Relations  
178 Commission, Case Numbers RC 2004-025 and RC 2004-026, Certification Number 1535, Election Case  
179 Number EL-2004-065 held on January 12, 2005 whereas the Florida State Lodge, Fraternal Order of  
180 Police, Inc. has been certified on January 28, 2005 by the Commission as the exclusive collective  
181 bargaining representative for said employees, and amended pursuant to Florida Public Employees  
182 Relations Commission Final Order Number 06E-051 for Unit Clarification in Case Number UC-2005-  
183 019, which is hereto incorporated as part of this agreement.  
184

185 Part time employees will not receive any benefit under this Agreement unless certain benefits are  
186 specifically provided for part time employees.

## ARTICLE 2 - NON-DISCRIMINATION

- 2.1 The Town and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training, remembering that the public law and public interest require no discrimination on the basis of race, color, creed, disability, national origin, age, religion, sex, sexual orientation or political affiliation.
- 2.2 The Town of Davie agrees that neither it nor any of its official representatives will intimidate or coerce any employees or group of employees to refrain from joining or becoming a member of the Union.
- 2.3 The parties agree that there will be no discrimination against an employee for joining or not joining the Union.
- 2.4 The Union shall not be required to process grievances for employees who are not dues paying members in good standing with the Union.
- 2.5 Should the Town take action to grant an employment accommodation under the Americans with Disabilities Act (ADA) of 1990, and such accommodation materially affects a bargaining unit employee's wages, hours, or terms and conditions of employment, the Town will provide the Union with sufficient information to enable the union to understand and evaluate the nature of the Town's participation therein unless prohibited due to confidentiality, non disclosure requirements of ADA, or otherwise prohibited by State, Federal, or local law, rule, or regulation.

**ARTICLE 3 - NO STRIKES, NO LOCKOUTS**

3.1 The Union agrees that there shall be no strikes or slowdowns of any kind whatsoever by employees of this bargaining unit.

3.2 The Town agrees that there shall be no lockout of employees for any reason except in those cases where the Town deems such action necessary for the safety of its property and citizens.

#### ARTICLE 4 - MANAGEMENT RIGHTS

It is understood that the Town of Davie has and will continue to retain, whether exercised or not, the right to operate and manage its affairs in all respects; and the powers or authority which the Town has not officially abridged, delegated, or modified by the provisions of this agreement are retained by the Town. The rights of the Town, through its management officials, shall include but shall not be limited:

- to the right to determine the organization of Town Government;
- to determine the purpose of each of its constituent departments and divisions;
- to exercise control and discretion over the organization and efficiency of operations of the Town;
- to set standards for service to be offered to the public;
- to direct the employees of the Town;
- to schedule employees in positions with the Town;
- to suspend, demote, discharge, or take other disciplinary action against employees for cause;
- to increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds;
- to determine the location, methods, means, and personnel by which operations are to be conducted, including the right to contract and subcontract existing and future work;
- to establish, modify, combine, or abolish job pay positions;
- to determine the method and means for selection for initial hire and for promotions;
- to change or eliminate existing methods of operation, equipment, or facilities;
- to formulate, amend, or modify rules, regulations, and procedures, in accordance with Article 8 of this agreement.

However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matter have the practical consequence of violating the terms and conditions of the collective bargaining agreement in force.

The Town has the sole authority to determine the purpose and mission of the Town, to prepare and submit budgets to be adopted by the Town Council. Those inherent managerial functions, prerogatives and policy-making rights which the Town has not expressly modified or restricted by a specific provision of this agreement are not in any way, directly or indirectly, subject to the grievance procedure contained herein.

In the event the Town exercises its management rights pursuant to Article 4 in such a manner so as to materially affect a bargaining unit employee's wages, hours, or terms and conditions of employment, the Town agrees to the following procedure. The Town will provide the FOP with written notice of its determination. The FOP will have seven (7) calendar days within which to request impact bargaining. If the union determines that a change materially affects a bargaining unit employee's wages, hours, or terms and conditions of employment, then the union will provide the Town notice of the alleged impact and request impact bargaining within seven (7) days of discovering the change. Said request shall be in writing and shall identify the alleged impact of the Town's determination. The parties will engage in impact bargaining within ten (10) working days. Impact bargaining will be conducted in accordance with state law. Failure to request impact bargaining within seven (7) days of either notice or discovery, which ever comes first, will constitute a waiver of any right to impact bargaining.

## ARTICLE 5 - EMPLOYEE RIGHTS

### 5.1 PERSONNEL FILES

1. There shall be one official personnel file for each bargaining unit employee, which shall be kept and maintained by the custodian of personnel records. However, this does not preclude Departments from maintaining their own files or supervisor notes.
2. Any member of the bargaining unit shall have the right to examine his/her official personnel file and/or public records at any reasonable time, upon request to the Town's Records Custodian. The employee may request copies of documents in his/her personnel file and the Town shall provide employees with requested copies pursuant to Resolution 2001-157 and/or the Public Record law.
3. An employee may if he/she desires, may file a statement of rebuttal to any document in the official personnel file, and/or any other public record containing information about the employee. Said rebuttal will be filed in the employee's official personnel file, shall state facts that are relevant to the issue(s) stated in the document to which the rebuttal is to be attached, and shall not contain opinions and/or disparaging remarks about employees, supervisors, or the Town in general.

### 5.2 PERFORMANCE EVALUATIONS

1. A performance evaluation shall be conducted to appraise the effectiveness of performance of employees and for the purpose of improving the quality of service by the employee in the unit. The evaluation shall appraise the employee's performance during the period of time covered for the evaluation.
2. All regular employees shall be evaluated at least once each fiscal year. The evaluation shall be completed within sixty (60) days of the employee's anniversary date. If the evaluation is not completed within the sixty (60) days, then the employee shall receive his/her wage increase automatically for that evaluation period. The employee's new pay rate shall be effective on the employee's anniversary date. For employees on paid leaves of absences in excess of five (5) months or unpaid leaves of absence in excess of sixty (60) days, the employee's anniversary date will be extended for a period of time equal to that of the leave of absence.

### 5.3 FACILITIES

1. The Town agrees that there will be lunch and lavatory facilities provided and maintained by the Town. Existing lockers for field personnel in the Police Department, Public Works Department, and Utilities Department will be maintained.

## ARTICLE 6 - UNION RIGHTS

### DUES DEDUCTIONS

- 6.1 Union deductions shall be made in accordance with forms provided by the Union and executed and authorized by the employee authorizing said deductions. There shall be administrative fees charged by the Town for these dues deductions. The amount of monies to be deducted for each employee shall be provided by the Union to the Town. Any changes in the amounts to be deducted shall be given to the Town by the Union and the Town will effect said changes for individuals by the next full bi-weekly payroll or within forty-five (45) days for mass changes.
- 6.2 The Union shall indemnify the Town and hold the Town harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken by the Town to comply or attempt to comply herewith.
- 6.3 Any employee may withdraw his or her membership in the Union upon written request and thirty (30) days notice to the Town and Union.
- 6.4 Dues shall be deducted bi-weekly and funds shall be sent monthly to the Fraternal Order of Police Labor Council, 242 Office Plaza, Tallahassee, Florida 32301.

### SERVICES TO THE UNION

- 6.5 The Town shall provide to the Union, upon request, a list of all bargaining unit employees, including name and address (address pursuant to provisions of FSS 119).

### ON-SITE REPRESENTATIVE

- 6.6
1. The Union shall appoint six (6) On-Site Representatives, one of whom shall be the Chief On-Site Representative and six (6) alternates, for the bargaining unit and shall notify the Town of those representatives in writing.
  2. Each On-Site Representative, or alternate, if designated by the On-Site Representative, shall, upon request to and scheduling with their department director, have up to fifteen (15) minutes to discuss any duly filed grievance with a unit member. No more than eight (8) hours, in the aggregate, per fiscal year per on-site representative or alternate shall be utilized for such purposes. Prior approval of their supervisor is required. The supervisor's approval shall not be unreasonably withheld.
  3. The six (6) on-site representatives and six (6) alternates shall be permitted three (3) days off each per year drawn from the Union established pool of leave time consisting of bargaining unit members leave accruals and as approved by the department director to attend an officially sanctioned Union business at the discretion of the Town.

- 346 4. For purposes of calculating overtime pay, all time spent by the On-Site Representative,  
347 alternate, or the Chief On-Site Representative pursuant to Section 6.6 of this article shall  
348 count as time worked during regular work hours not to exceed a total of eight (8) hours, in  
349 the aggregate per on-site representative or alternate in the fiscal year. All hours must be  
350 documented in a memorandum to the department of Human Resources Management.  
351
- 352 5. Employees designated as Union Representatives shall be dues paying members and shall  
353 be in good standing.  
354

### 355 **BULLETIN BOARDS**

- 356
- 357 6.7 The Town agrees that it shall provide space for one Union purchased bulletin board in each  
358 department in which unit members work for use by the Union with a maximum of ten (10) bulletin  
359 boards total. Such bulletin boards will not exceed 36 inches in height and 24 inches in width and  
360 shall be locking. The Town will be provided with a key to each bulletin board lock. Union  
361 material will be posted only on these Union bulletin boards and only following express approval  
362 of the director of the department in which the bulletin board is located.  
363

### 364 **DISTRIBUTION OF UNION MATERIAL**

- 365
- 366 6.8 1. The Town agrees to permit the Union to distribute Town approved written material,  
367 provided that such material will only be disseminated on the normal payday. The Union  
368 shall notify and provide the material to be distributed to the Town Administrator or  
369 designee no later than 11:00 a.m., two (2) days prior to the normal payday. Town  
370 approved written material may be distributed along with but not attached to paychecks.  
371
- 372 2. It is understood by both parties that the Town shall incur no liability with respect to any  
373 action that may or may not be taken by any individual, group, or corporation as a result of  
374 the distribution of such material.  
375

### 376 **USE OF TOWN FACILITIES**

- 377
- 378 6.9 The Union will be permitted to use the Town Hall Community Room or other location to be  
379 determined by the Town no greater that once per month on Mondays through Fridays at no cost as  
380 available, for sanctioned Union business, provided said arrangements have been made no more  
381 that ten (10) days in advance. The Town may also, at its discretion, permit the Union to use the  
382 Police Department Community Room on a pre-arranged date and time and no greater that once per  
383 month on Mondays through Fridays at no cost. The Town may cancel the use of the Police  
384 Department Community Room for Town deemed emergencies. The Town may cancel said use of  
385 the Town Hall Community Room or other location at any time. The Town may charge the Union  
386 for cleaning of the Town Hall Community Room or other location following the Unions use if the  
387 room is not left as it was found.

## ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.1 The following grievance procedure is to be used for the settlement of disputes between the Town and the Union involving the interpretation or application of specific provisions of the collective bargaining agreement.
- 7.2 The Union shall not be required to process grievances for employees who are not members of the Union.
- 7.3 Any employee who is a dues paying member shall be entitled to use the grievance procedure, even during their probationary period for other than a grievance involving discharge.
- 7.4 Any formal grievance filed shall be on proper forms agreed by the parties and shall cite the provisions of the Agreement (i.e. article & section) alleged to have been violated and shall set forth the facts pertaining to the alleged violation(s). Grievance forms submitted which do not contain the above information and are incomplete, shall be returned to the employee(s) or the Union to be re-filed within the time period as mentioned in Section 7.6.
- 7.5 Grievance discussions will be scheduled and will be conducted by the department with notice to the Union. The aggrieved employee shall suffer no loss of pay or benefits for the time required for such meetings. Whenever practical, grievance discussions will be held during the grievant's regularly scheduled shift, or within two (2) hours of the start or end of the employee's regularly scheduled shift. The grievant shall be given reasonable notice of the grievance hearings as provided herein.
- 7.6 Grievances shall be processed in the following manner:
- Step 1 Within ten (10) working days after the occurrence of the event giving rise to the grievance, the employee, with or without the assistance of the Union (at the employee's option), shall take it up with his immediate supervisor who may render a decision within five (5) working days and if not resolved, then; shall automatically proceed to Step 2.
- Step 2 If not resolved within the time frame specified above, the grievance shall be reduced to writing and signed by the aggrieved employee and the Union representative, and the grievance shall be filed with the department director or designee within five (5) working days. The representative, the grievant, and the department director shall conduct a meeting to discuss the matter. If not resolved at that time, proceed with Step 3.



Step 3 If not resolved within five (5) working days of the meeting in Step 2, the grievance shall be submitted to the Town Administrator or designee for decision. The Union representative, the grievant, and the Town Administrator, or designee, shall discuss the matter within ten (10) working days with the response to be rendered within ten (10) working days thereafter. The FOP shall receive their notice by certified mail or by phone to pick up a copy within five (5) business days and if not picked up by the Union, the Town will send a certified letter to the FOP Staff Representative or designee. If not adjusted, then proceed to Step 4.

Step 4 The terminal step of this grievance procedure will be a final and binding disposition by an impartial neutral, mutually selected by the parties. However, an arbitrator or other neutral shall not have the power to add to, subtract from, modify, or alter the terms of the collective bargaining agreement nor shall he or she have the power to establish or change any wage scale or classification, or level of disciplinary action, or impair any of the rights reserved to management by the terms hereof, either directly or indirectly, under the guise of interpretation. Not later than ten (10) working days after the response is rendered in Step 3 the Union/grievant, if not satisfied with the response at Step 3, may request in writing to the Town final and binding disposition by an impartial neutral, mutually selected by the parties. Upon failure of the parties to agree upon an impartial neutral within ten (10) business days from the written request either party may, upon written notice to the other, request the Federal Mediation and Conciliation Service to designate an arbitrator in accordance with their rules. A letter shall be directed by the Union to the Federal Mediation and Conciliation Service requesting a list of seven (7) arbitrators experienced in the field of the subject to be arbitrated. Within ten (10) business days after receipt of the list of arbitrators, the parties shall strike names. The Union and the Town will alternately eliminate one at a time from said list of persons not acceptable until only one remains and this person shall be the arbitrator. The Town and the Union will alternate to first strike names in successive arbitrations, starting with the Union. The decision of the arbitrator shall be void insofar as such decision exceeds his/her authority or passes on matters not expressly made subject to arbitration under this agreement.

7.7 A class action grievance shall be defined as any dispute which concerns two or more employees within the bargaining unit and may be submitted at Step 2 or 3 if mutually agreed to by the Town and the Union.

7.8 In the event an employee is discharged by the Town, the discharged employee member through the FOP may, within ten (10) business days, grieve the discharge to the Town Administrator or his designee by filing a formal grievance filed shall be on the proper forms citing the provisions of the Agreement (i.e. article & section) alleged to have been violated and setting forth the facts pertaining to the alleged violation(s). The Town Administrator or designee shall, within ten (10) business days of the receipt of the discharge grievance, meet with a representative of the Union and the grievant in an attempt to resolve the grievance. Within ten (10) business days after this meeting, the Town Administrator or his designee shall render a decision in writing.

- 472 7.9 Not later than ten (10) business days after a response is rendered by the Town Administrator or  
473 designee, the FOP, if not satisfied with the response, may request such dispute or grievance be  
474 submitted to arbitration, following the procedure set forth in Section 7.6 of this article.  
475
- 476 7.10 A grievance not responded to within the time limits set forth herein, shall give the grievant the  
477 automatic right to proceed to the next step. Whenever the Town challenges a grievance (whether  
478 it be the initial filing or alleged untimely processing) the Union and/or the individual grievant will  
479 have the burden of proving when the grievance was actually filed and /or presented to  
480 management unless "service" is made by hand delivery and/or certified mail, return receipt  
481 requested.  
482
- 483 7.11 Time limits set in this Article shall not include Saturdays, Sundays, or paid holidays, except where  
484 indicated.  
485
- 486 7.12 The time limits defined hereinafter may be mutually extended in writing.  
487
- 488 7.13 The Town and the grievant or the Union may mutually agree to hold a grievance in abeyance.  
489
- 490 7.14 The fees and expense of the impartial neutral shall be borne by the non-prevailing party. All  
491 other expenses in connection with the presentation of a matter to the impartial neutral shall be  
492 borne by the party incurring them.  
493
- 494 7.15 Any grievance or dispute not submitted according to the foregoing procedure shall be  
495 foreclosed for all contractual and legal purposes.  
496
- 497 7.16 Nothing herein shall preclude the earlier settlement of any grievance directly by agreement  
498 between the Employer and the Union, however, such settlement shall not constitute an admission  
499 the contract was violated nor shall it be used as a precedent for future contract interpretation.  
500
- 501 7.17 The Town and the FOP may be represented at the hearings by counsel or other representatives  
502 of their choice.  
503
- 504 7.18 It will be the obligation of the Arbitrator to the Town and to the Union to make his/her best effort  
505 to rule on the cases heard by him/her within thirty (30) calendar days.  
506
- 507 7.19 Part time employees shall also have grievance privileges.

**ARTICLE 8 - RULES AND REGULATIONS**

8.1 The Union recognizes the right of the Town and its departments to establish rules, regulations, and policies for the safe and efficient conduct of Town business and penalties for violation of such rules, regulations, and policies provided said rules, regulations, and policies do not conflict with any provisions of the Collective Bargaining Agreement or any terms and conditions of employment. Changes in present rules shall not become effective until they have been provided to union representatives and posted in the affected department for at least five (5) business days, excluding Saturdays, Sundays and paid holidays.

## ARTICLE 9 - HOURS OF WORK

9.1 Although it is the Town's intention to pay all regular full time member employees the equivalent of forty (40) hours of work per week for 37.5 hours of actual work, in recognition that this is the first agreement between the Town and the Union to combine an employee group that actually works 37.5 hours per week with employee groups that actually work 35 hours per week and 32.5 hours per week, the Town and the Union agree to the following for the duration of this agreement only:

- For bargaining unit members currently employed in job classifications previously categorized as non-represented, the town will continue to pay regular full time employees the equivalent of forty (40) hours of work per week for 37.5 hours of actual work. The hours of work shall be determined by the Town Administrator or designee with the assistance of the department directors, if compatible with the department. Most employee's work week consists of five (5) eight-hour paid days. Starting and ending times will vary depending on the services provided and where necessary shift work is required. The typical work schedule begins at 8:30 am and concludes at 5:00 pm constituting 7.5 hours per day of actual time worked which includes a 1/2 hour paid lunch period and two 15 minute paid breaks. At the discretion of department directors, employees may be eligible to take one (1) hour paid lunches by forgoing the two 15 minute paid breaks. All employees are subject to work during emergency situations at other than normal working hours, and will be expected to do so at the direction of their department director or designee.
- For bargaining unit members currently employed in job classifications previously represented by the Federation of Public Employees and who are currently authorized to actually work 35 hours per week, the Town will continue to pay regular full time employees the equivalent of forty (40) hours of work per week for 35 hours of actual work. The hours of work shall be determined by the Town Administrator or designee with the assistance of the department directors, if compatible with the department. Most employee's work week consists of five (5) eight-hour paid days. Starting and ending times will vary depending on the services provided and where necessary shift work is required. The typical work schedule begins at 9:00 am and concludes at 5:00 pm constituting 7 hours per day of actual time worked which includes a 1/2 hour paid lunch period and two 15 minute paid breaks. At the discretion of department directors, employees may be eligible to take one (1) hour paid lunches by forgoing the two 15 minute paid breaks. All employees are subject to work during emergency situations at other than normal working hours, and will be expected to do so at the direction of their department director or designee.

- For bargaining unit members within the Police Department currently employed in job classifications previously represented by the Federation of Public Employees and who are currently authorized to actually work 32.5 hours per week during the period of time up to the first full pay period in October 2006, the Town will continue to pay regular full time employees the equivalent of forty (40) hours of work per week for 32.5 hours of actual work. The hours of work shall be determined by the Town Administrator or designee with the assistance of the department directors, if compatible with the department. Most employee's work week consists of five (5) eight-hour paid days. Starting and ending times will vary depending on the services provided and where necessary shift work is required. The typical work schedule begins at 9:00 am and concludes at 5:00 pm constituting 6.5 hours per day of actual time worked which includes a one (1) hour paid lunch period and two 15 minute paid breaks. All employees are subject to work during emergency situations at other than normal working hours, and will be expected to do so at the direction of their department director or designee.
- Effective on the first full pay period in October 2006, for bargaining unit members within the Police Department currently employed in job classifications previously represented by the Federation of Public Employees and who are currently authorized to actually work 32.5 hours per week, the town will to pay regular full time employees the equivalent of forty (40) hours of work per week for 35 hours of actual work. The hours of work shall be determined by the Town Administrator or designee with the assistance of the department directors, if compatible with the department. Most employee's work week consists of five (5) eight-hour paid days. Starting and ending times will vary depending on the services provided and where necessary shift work is required. The typical work schedule begins at 9:00 am and concludes at 5:00 pm constituting 7 hours per day of actual time worked which includes a 1/2 hour paid lunch period and two 15 minute paid breaks. At the discretion of department directors, employees may be eligible to take one (1) hour paid lunches by forgoing the two 15 minute paid breaks. All employees are subject to work during emergency situations at other than normal working hours, and will be expected to do so at the direction of their department director or designee.

By definition, "Workday", in general, means the period between the time, on any particular day, when such employee commences his/her "principal activity" and the time on that day at which he/she ceases such principal activity or activities (U.S. Department of Labor).

In keeping with the United States Department of Labor's wages and hours parameters, normal paid breaks consists of not more than two (2) 15 minutes breaks per workday. The normal lunch period is thirty (30) minutes per workday as indicated below.

For bargaining unit members currently employed in job classifications previously categorized as non-represented and actually working 7.5 hours per day:

"Workday"	8.5 hours per day
Lunch Period	0.5 hours per day
Two (2) 15 minute breaks	0.5 hours per day
Actually hours worked	7.5 hours per day 37.5 hours per week
Hours Paid by Town	8.0 hours per day 40.0 hours per week (2.5 hrs in excess of actual hrs worked)

For bargaining unit members currently employed in job classifications previously represented by the Federation of Public Employees actually working 7.0 hours per day:

"Workday"	8.0 hours per day
Lunch Period	0.5 hours per day
Two (2) 15 minute breaks	0.5 hours per day
Actually hours worked	7.0 hours per day 35.0 hours per week
Hours Paid by Town	8.0 hours per day 40.0 hours per week, (5 hrs in excess of actual hrs worked)

As an option, employees in this category actually working 7.0 hours per day who have a normal lunch period of one (1) hour, have the following per workday:

"Workday"	8.5 hours per day
Lunch Period	1.0 hour per day
Two (2) 15 minute breaks	0.5 hours per day
Actually hours worked	7.0 hours per day 35.0 hours per week
Hours Paid by Town	8.0 hours per day 40.0 hours per week (5 hrs in excess of actual hrs worked)

Effective only during the period of time up to the first full pay period in October 2006, for bargaining unit members within the Police Department currently employed in job classifications previously represented by the Federation of Public Employees and who are currently authorized to actually work 6.5 hours per day and:

"Workday"	8.0 hours per day
Lunch Period	1.0 hour per day
Two (2) 15 minute breaks	0.5 hours per day
Actually hours worked	6.5 hours per day 32.5 hours per week
Hours Paid by Town	8.0 hours per day 40.0 hours per week (7.5 hrs in excess of actual hrs worked)

Due to the operational needs of the department, utility plant operators shall work an eight (8) hour shift which includes breaks to be determined by the department director or designee and shall be paid eight (8) hours per day.

## 9.2 LUNCH PERIOD

If a bargaining unit member is called away for more than fifteen (15) minutes from his or her lunch period, the employee will be allowed, at the option of the supervisor, to use an amount of time equivalent to the amount of time he or she was called away from the lunch period later that day; leave an equivalent amount of time early that day; or be paid for an equivalent amount of time.

670 9.3 **SHIFT DAY OFF EXCHANGE**

671  
672 Shift exchanges may be made at the department director's discretion.  
673

674 9.4 **SHIFT ASSIGNMENT/ROTATION**

675  
676 Whenever a shift rotation occurs, no bargaining unit employee shall be forced to work a double  
677 shift unless, in the sole discretion of the Department Head or designee, it is deemed absolutely  
678 necessary. If the bargaining unit employee is forced to work a double shift, compensation shall be  
679 at the rate of one and one half (1.5) his/her base hourly pay rate for all hours in excess of his/her  
680 regularly scheduled work week. Bargaining unit employees rotating from one shift to another  
681 shall be entitled to at least eight (8) hours of off duty time before returning to work.  
682

683 9.5 **TARDINESS**

684  
685 Employees are expected to faithfully observe their working hours, report for work on time, and be  
686 regular in attendance. However, each employee shall be allowed one (1) occurrences of tardiness  
687 of no more than six (6) minutes, during a rolling twelve (12) month period with no disciplinary  
688 action. On the first (1st) occurrence, documented oral counseling. On the second (2<sup>nd</sup>)  
689 occurrence, written reprimand. On the third (3<sup>rd</sup>) occurrence, one day suspension. These steps  
690 must be met before any other actions of discipline are imposed.



**ARTICLE 10 - DISCIPLINARY ACTION**

- 691  
692  
693 10.1 Disciplinary action may be imposed in accordance with the Town's Personnel Rules and  
694 Regulations, Rule VII, and any departmental rules and procedures.  
695  
696 10.2 The Union shall be notified of all disciplinary action (reprimand or greater) taken against any  
697 bargaining unit employee within five (5) days of the action, excluding weekends and holidays.  
698  
699 10.3 Any and all discipline shall be subject to the grievance procedure set forth in Article 7. This  
700 provision shall also apply to part time employees.

## ARTICLE 11 - OVERTIME

- 11.1 All hours worked in excess of an employees forty (40) hour workweek shall be paid at the overtime rate of one time and half (1-½) times the employees current rate of pay. All overtime must be approved by the department director or designee.
- 11.2 For the purpose of computing overtime, a maximum of 0.5 hours per workday, holidays, vacation leave, authorized sick leave, or any other paid leave of absence shall be counted as time worked.
- 11.3 There will be a minimum of three (3) hours call in pay for any employee who is called to work outside his/her regularly scheduled hours of work.
- 11.4 To the extent possible, the Town agrees to distribute overtime in an equitable manner, among qualified unit personnel normally assigned to perform such assignments. To the extent possible, the Town will fill overtime vacancies in an equitable manner among qualified personnel by, at the department director or designee's option, offering overtime to those employees on site or by using seniority or other objective criteria as a guideline. Overtime lists shall be utilized in every department where overtime or callout is a factor. Individual lists for specific assignments will be established. The process shall first start with the first person on the list and continue down the list. An employee may request that they be placed at the bottom of the list. When called, if an employee does not respond the employee will be marked as a refusal for that instance. When overtime becomes available again, the process shall commence from the last person called, therefore everyone normally assigned to perform such assignments shall be given the opportunity to work. In the event all qualified employees were given the opportunity to work overtime and declined or were unavailable but work still exist, overtime shall be offered to other employees who are qualified to work such assignments but only after all qualified personnel normally assigned to perform such assignments have been called. An accurate record reflecting the overtime work assigned to each employee covered by this Agreement shall be available to the Union upon request.
- 11.5 Employees normally shall not have the right to refuse overtime, except if a family emergency exists. However in no event can an employee refuse overtime if the Town Administrator, Department Head or designee, determines such overtime is necessary to meet operational requirements.
- 11.6 (1) In the event a Bargaining Unit Member is called in to work or instructed to remain at work after his or her scheduled work hours due to a State declared emergency situation or a threatened emergency situation, the Bargaining Unit Member shall be compensated at a rate of two times (2x) his or her base hourly pay rate for all hours in excess of his or her regularly scheduled work hours.
- (2) All Bargaining Unit Members called in to work under the provision of subsection 1 shall be entitled to a minimum of four (4) hours pay.
- 11.7 Emergency call-out time shall commence (a) when the Bargaining Unit Member arrives at the designated work site, or (b) when the Bargaining Unit Member's supervisor instruct him or her to remain at work at the conclusion of his or her scheduled shift due to emergency conditions.

748 11.8 A Bargaining Unit Member scheduled to work during a declared emergency and who is sent home  
749 or instructed not to report to work by his or her supervisor or the Town Administrator or designee  
750 shall be paid for the time he or she was scheduled to work at his or her base rate of pay.

## ARTICLE 12 - COURT TIME

- 12.1 A bargaining unit employee who attends court or a deposition in connection with a matter directly related to the performance of their official duties with the Town shall be compensated at their normal rate of pay when attending court or depositions during normal working hours.
- 12.2 A bargaining unit employee who attends court or deposition in connection with a matter directly related to the performance of their official duties with the Town outside their normal working day or on their authorized day off shall receive a minimum of three (3) hours pay at one and one-half (1½) times their regular hourly rate. A bargaining unit employee who attends court or deposition in connection with a matter directly related to the performance of their official duties with the Town following their normal work hours on their normal work day shall receive pay at one and one-half (1½) times their regular hourly rate for the hour that are in addition to their normal work hours on that day.
- 12.3 Time spent in court or at a deposition will not count as hours worked for determining whether hours worked during the work week should be paid at the overtime rate.
- 12.4 An employee who is required to be on department determined stand-by status in connection with a job-related court case will be provided with a beeper. Accordingly, the employee will not be required to remain at home in a constant state of readiness to appear in court. Such stand-by time will not, therefore, be considered as time worked and employees will not receive compensation (overtime or straight time) for such time. However, an employee shall receive compensation at the rate of one and one-half (1 ½) times his/her regular rate of pay for extended stand-by status. For purposes of this article, extended stand-by status is defined as stand-by time in excess of two (2) hours each day regardless of the number of cases for which the employee is on a stand-by status.
- For example, if an employee is on stand-by status/extended stand-by status for one case from 9:00 a.m. to 11:00 a.m. (it does not matter if it is for one case or more than one case) and from 1:00 p.m. to 5:00 p.m. (again, it does not matter if it is for one case or more than one case), the employee will be on non-compensable stand-by status from 9:00 a.m. through 11:00 a.m. (two hour stand-by) and compensable extended stand-by status from 1:00 p.m. through 5:00 p.m. (four hours of extended stand-by) for which the employee shall receive overtime compensation at the rate of one and one-half (1 ½) times his/her regular rate of pay.
- 12.5 On all “mandatory” subpoenas, the employee must appear in court. On all “stand-by” subpoenas, an employee’s stand-by stops automatically UNLESS he/she is notified by the Town’s Court Liaison Officer that he/she is on extended stand-by. When an employee has been notified that his/her stand-by status has ended, and the employee is directed to report for trial, then the employee will be entitled to court time, if at all, under the provisions of Article 12.4.

- 792 12.6 For the purpose of this article, if the employee is canceled by the Davie Court Liaison Officer for a  
793 mandatory court appearance by two (2) or more hours prior to the scheduled court appearance, the  
794 employee will receive no compensation. If the employee is canceled more than one (1) hour but  
795 less than two (2) hours prior to the scheduled court appearance, the employee will receive one (1)  
796 hour of overtime compensation. If the employee is canceled less than one hour prior to the  
797 scheduled court appearance, the employee will receive two (2) hours of overtime compensation.  
798
- 799 12.7 Employees must carry a beeper during any day of mandatory court appearance and during periods  
800 of standby.

**ARTICLE 13 - PROBATION**

- 13.1 When an employee is hired by the Town, or a current employee begins employment in a new or different position said employee shall be on probationary status for twelve (12) continuous months from the first date of employment in the new or different position, with an interim evaluation to be done after six (6) months. Probationary employees are eligible for a step increase if their overall performance level on their annual (12 month) evaluation is "meets expectations" or better. Employees may be entitled to the use of their sick time in accordance with Article 16, after they have completed three (3) months of continuous employment and may be entitled to use their vacation time in accordance with Article 16, after they have completed six (6) months of continuous employment. After a successful evaluation and completion of said twelve (12) continuous months, the employee shall attain a regular employee status.
- 13.2 In the event a probationary employee does not meet expectations or better in their evaluation, an extension of up to ninety (90) days may be provided at the sole discretion of the department director. Said action shall not be subject to appeal by the employee and/or the Union. If an extension is granted and the employee meets expectations, the anniversary date for the employee shall remain the same; however, the step increase will not be retroactive and shall commence the date the extended evaluation is completed.
- 13.3 During an employee's initial probationary status, the Town may terminate said employee for any reason. Said action shall not be subject to appeal by the employee and/or the Union.
- 13.4 In the event that an employee employed by the Town who voluntarily fills a vacancy or a new position in any other job classification with the Town; and the Town determines, within the probationary period, that the employee has not satisfactorily performed that job, the employee will be given written notice of such unsatisfactory performance and allowed thirty (30) days to improve performance to the standards necessary. If after said thirty (30) day period, performance standards have not been attained, the Town shall place the employee back in his or her former position or an equivalent grade level position within the bargaining unit provided that the employee meets all the qualifications for the equivalent grade level position. Alternately, the employee may elect to request to return to his or her former position within a period of twelve (12) months from the date of the promotion. If the Town certifies that no vacancy exists in the employee's former position or an equivalent grade level position, the employee may be placed in a lesser grade level position. If no position is available at that time, employee shall be placed on recall subject to Article 19 and at the discretion of the department director, however, the employee must respond within five (5) working days after the notice is sent or such recall rights are forfeited.
- 13.5 If the employee chooses to return or is returned to his or her previous position, he or she shall revert to the anniversary date held prior to the promotion/transfer.
- 13.6 Change of employment job classification within this unit shall not result in a loss of use of accrued sick and vacation benefits.

## ARTICLE 14 - SENIORITY

- 14.1 For the purpose of this contract, the types of seniority are:
- a. Town-wide Seniority – the total length of continuous employment from the first date of hire as a Town employee.
  - b. Classification Seniority – the total length of continuous employment within a job classification. In the event a person is reduced in pay grade level position, for whatever reason, their classification seniority in the lower classification shall be considered continuous as though they had never left the lower classification.
  - c. All seniorities shall accumulate during authorized absences due to illness, injury, vacation or other authorized leave. Employees will lose their seniority as a result of:
    - 1) termination or resignation
    - 2) retirement
    - 3) absence without authorization
    - 4) leaves of absence without pay as addressed in Article 16.14 through 16.20
- 14.2 Shift assignment for P.S.A. Special Assignments, P.S.A.s, and Crime Scene Technicians shall be made according to classification seniority as well as administrative needs, and shall be bid upon once every six (6) months. Bidding will be conducted in September to be effective in October; and bidding will be conducted in March to be effective in April.
- 14.3 Transfers of shifts will not be made for disciplinary reasons.

## ARTICLE 15 - HOLIDAYS

15.1 Authorized Holidays – The following holidays will be observed as holidays for Town employees within the Bargaining Unit:

New Year's Day	Labor Day	Christmas Day
Martin Luther King Jr. Day	Veteran's Day	½ Day New Year's Eve
President's Day	Thanksgiving Day	
Memorial Day	Day After Thanksgiving	
Independence Day	Christmas Eve Day	

15.2 For this group when a holiday falls on Saturday, it will be observed on the preceding Friday. When a holiday falls on Sunday, the following Monday will be observed as the holiday. For regular employees in regular positions on a workweek other than Monday through Friday, the department director shall designate the work day that shall be observed.

15.3 Part time employees shall be paid for observed holidays which fall on days for which they would otherwise be scheduled to work, according to the number of hours for which they are normally scheduled to work that day. Part time employees who work on a designated holiday shall receive holiday pay plus his/her regular rate of pay for all hours worked on the holiday. In the event the part-time employee exceeds forty (40) hours of work during the week he/she engages in holiday work, overtime pay of one and one-half times the regular rate of pay will be granted.

15.4 Eligibility for Holiday Pay – In order to receive pay for an observed holiday, an employee must not have been absent without pay and/or absent without approved leave either on the work day before, after, or during the holiday. If an employee calls in sick on a holiday, the employee will lose equivalent hours of sick time and will not be paid for the holiday.

15.5 In the event that a holiday(s) falls outside the employee's work week, or the employee is required to provide an essential service, and that employee's work week is not Monday through Friday, the employee shall be compensated by receiving holiday pay.

15.6 Any employee, whether or not they work on a designated holiday shall receive his/her regular rate of pay. Any employee who works on a designated holiday shall also receive holiday pay at one and one half (1 ½) times his/her regular rate of pay for all hours worked on the holiday.



**ARTICLE 16 - LEAVES**

**VACATION**

- 16.1 Each regular employee (leave shall accrue for part time employees in regular positions, working at least twenty (20) hours per week) shall be entitled to vacation with pay based on the schedule below:
- a. Employees accrue 0.03846 hours of vacation leave per hour paid (i.e., 80 hours accrual earned per year at 3.08 hours biweekly) [ten (10) working days for each year (2080 hours) paid] for the first through the fourth (4th) year of employment;
  - b. Employees accrue 0.05769 hours of vacation leave per hour paid (i.e., 120 hours accrual earned per year at 4.62 hours biweekly) [fifteen (15) working days for each year (2080 hours) paid] for years five (5) through nine (9) of employment;
  - c. Employees accrue 0.07692 hours of vacation leave per hour paid (i.e., 160 hours accrual earned per year at 6.15 hours biweekly) [twenty (20) working days for each year (2080 hours) paid] for years ten (10) and over of employment.
- 16.2 Employees will be entitled to the scheduled vacation above or pay therefore, in the event of resignation or termination, only after the completion of twelve (12) months of continuous service. An employee may be permitted to take vacation with pay as long as they have successfully passed an applicable six (6) month performance review and a (6) month continuous period of employment with the Town, but if the employee's service is terminated for any reason before twelve (12) calendar months and completion of probation, the amount paid for vacation will be deducted from the employee's final check.
- 16.3 Vacations are earned on the basis of length of service with the Town. When an employee resigns, he/she will be paid one hundred (100%) for any unused vacation at the employees current rate of pay, on the pay day of the pay period following the pay period in which the employee separates employment from the Town provided the employee has returned all Town property and has settled payment of any funds due to the Town. Accruals are pro-rated during the year. Each employee entitled to a vacation may indicate his/her preferred vacation time and such request will be considered in continuous service order and granted when practicable, but it is understood that the efficient operation of the Town shall be the first consideration, and the Town shall have the right to assign vacations on that basis. All denials for such leave request shall be done in writing.
- 16.4 All pay due an employee while on vacation will be made available as if the employee were not on vacation.

- 16.5 For purposes of accrual, the vacation year shall be October 1<sup>st</sup> through September 30<sup>th</sup>. Vacation leave shall be cumulative; however, at the end of the fiscal year, an employee's vacation leave credits up to an amount equal to the amount of vacation leave hours accrued during that fiscal year, as indicated in Section 16.1 shall be transferred to the following fiscal year. Employees with accrued vacation leave in excess of eighty (80) hours and who have utilized at least eighty (80) hours of leave time during the fiscal year, may be allowed to make an election during one month of the year (to be determined by the Town Administrator or designee) to sell the excess vacation leave time back to the Town, subject to available funds, at the discretion of the Town Administrator or designee. An employee may request the Town Administrator or designee to provide an extension of those hours above the amount set forth herein for a period not to exceed three (3) months. All time sold will be deducted from the vacation time accumulation.
- 16.6 The amount transferable for part time employees, working at least twenty (20) hours per week, will be equivalent to hours indicated in Section 16.1.
- 16.7 Employees on leave for Worker's Compensation may not utilize vacation leave except to supplement Worker's Compensation with accrued vacation leave in order to provide the employee with a full paycheck, but no greater; and only after all accrued sick leave has been exhausted. Worker's Compensation may also be supplemented with accrued sick leave in order to provide the employee with a full paycheck, but no greater.

#### **SICK LEAVE**

- 16.8 Full time employees, including probationary employees, will earn credit of eight (8) hours of sick pay for each month of service. Such credit will be accumulated from the date of employment and will not exceed 1,040 hours. An employee who has accumulated at least ten (10) days sick leave to his/her credit will be allowed to convert a maximum of four (4) days sick leave to vacation leave once per fiscal year via written request by the end of October, which shall be subtracted from their sick leave. A balance of at least forty hours (40) must remain in the employee's sick leave bank. Sick leave credits will be prorated for part time employees in regular positions, including probationary employees, working at least twenty (20) hours per week. Sick leave for part time employees in regular positions may be accumulated up to a maximum of 520 hours.
- 16.9 Employees may use sick leave credit for personal illness or injury or illness or injury of a member of an employee's immediate family that requires the employee's personal care and attention, providing that the employee notifies his/her Department Director or designee on the first day of absence for such illness or injury and states the reason for the absence. The division/Department Director, or his designee, must be notified at least one hour prior to the employee's scheduled work shift. Department will provide a call list to affected employees within their departments.
- 16.10 Probationary employees earn credits for illness from the date of employment. Employees may be entitled to the use of their sick time, after they have completed three (3) months of continuous employment. Following six (6) month continuous period of employment, employees may be permitted to take sick leave with pay as long as they have successfully passed an applicable six (6) month performance review. Promotional probationary employees shall not be effected by this section.

16.11 An employee will be paid fifty percent (50%) of the value of sick leave accumulated to his/her credit at the time of separation, provided the employee leaves after completion of his/her initial probationary period of employment in good standing. If an employee retires under the provisions of the Town Retirement System, he/she will be paid seventy-five percent (75%) of the value of the sick leave accumulated to his/her credit at time of separation. Upon death of employee, one hundred percent (100%) of the value of accumulated sick leave will be paid to the employee's beneficiary as named on the employee's group life insurance policy. The maximum pay out for this article shall be 1,040 hours of sick leave credit and for part time employees will be equivalent to one half of the hours indicated above. All payments of sick leave/accruals in Section 16.11 shall be paid on the pay day of the pay period following the pay period in which the employee separates employment from the Town provided the employee has returned all Town property and has settled payment of any funds due to the Town.

16.12 A regular employee who is absent from work because of a job related injury or a job related illness will continue to accrue sick leave hours during such period of absence that he/she remains in full pay status.

16.13 The Town will grant to eligible employees one (1) personal vacation day for each six (6) months as designated below in which the employee in this unit does not utilized sick time, to a maximum of two (2) personal vacation days in a calendar year after the employee's initial probationary period has been satisfied.

#### **LEAVE OF ABSENCE WITHOUT PAY**

16.14 Leaves of absence without pay, beyond the vacation, sick and other leave to which an employee is entitled, may be granted for good and sufficient reason in the opinion of the Town Administrator or designee following a request presented to the Town Administrator or designee by the Department Director. Efficient operation shall be the first consideration for approval of such leave. The term of the leave of absence shall be in writing and the leave will not be for more than six (6) months but the term may be extended for one (1) additional six (6) month period at the option of the Town Administrator or his designee.

16.15 This article shall include Maternity Leaves of Absence without pay. However, this section shall not exclude any benefits to which employees are entitled for Maternity purposes under any other benefits provided for by the Town of Davie.

16.16 Such leave, including any extension, shall not affect an employee's continuous service providing there has been no impairment of his/her ability to perform the available work. While on leave of absence, all employee benefits accruals including, but not limited to, sick leave, vacation leave, and pension service time will be suspended and the employees anniversary date will be advanced for the same duration of time as that of the leave of absence. If an employee fails to return to work within the term of leave, the employee's continuous service shall be broken and employment shall be terminated.

16.17 At the end of the leave of absence, an employee will be entitled to reinstatement at a rate of pay not less than that which he/she received immediately prior to his/her leave of absence. The employee, upon return, shall return to his/her most recently held job or the equivalent.

16.18 During the leave of absence, the employee will not be entitled to accumulate any sick leave, annual leave (vacation) or pension service time. In addition, the employee will not be eligible for any holiday pay during such leave.

16.19 No leave of absence without pay will be granted to permit an employee to work at another job or conduct a business.

16.20 An employee who is granted an unpaid leave of absence must keep the insurance coverage on himself/herself and his/her dependents in effect by paying the entire premium for such coverage without contribution by the Town in advance each month during the period of such leave.

#### **EMPLOYEE'S BIRTHDAY**

16.21 An employee must have been employed at least one year and must have successfully completed the twelve month probationary period to receive his/her birthday. The employee shall be able to utilize their birthday on the day of their actual birthday or another day within sixty days following the employee's birthday as mutually agreed by the employee and the Department Director.

#### **QUALITY SERVICE DAY**

16.22 An employee who has been employed at least one year, has successfully completed the twelve month probationary period has no written disciplinary notices, has no at fault accidents, and has obtained a three (3) or greater on his/her performance evaluation during the previous fiscal year shall receive a Quality Service Day. The employee shall be able to utilize the Quality Service Day on a day within the fiscal year in which the Quality Service Day is credited as mutually agreed by the employee and the Department Director.

#### **BEREAVEMENT LEAVE**

16.23 Any employee who suffers the death of an immediate family member described in 16.24 shall be granted three (3) working days bereavement leave, however, if the funeral is held outside the State of Florida and is attended by the employee, he/she shall be granted five (5) working days bereavement leave. Bereavement leave must be utilized within ten (10) calendar days of the death of the immediate family member. This period of time may be extended at the sole discretion the Town Administrator or designee.

16.24 For purposes of this section the term "immediate family" shall be defined as employee's father, mother, spouse, father-in-law, mother-in-law, brother, sister, half-brother, half-sister, grandparents, spouse's grandparents, grandchildren, brother-in-law, sister-in-law, son or daughter in-law, son or daughter, step-parents, or step-children (or members of the employee's family as approved by the Town Administrator or designee).

16.25 The Town reserves the right to require documentation supporting all approval of bereavement leave after the employee returns to work.

**MILITARY LEAVE**

16.26 The Town of Davie recognizes the right and duty of its employees to serve in units of the U.S. Armed Forces, Reserves, and the Florida National Guard. As such, military leave will be granted in accordance with applicable Federal, State and/or local laws, statutes, and ordinances.

**JURY DUTY**

16.27 Employees who are called for Jury Duty or who are subpoenaed as witnesses before any court of competent jurisdiction or administrative tribunal in the performance of their duties as a Town employee or in connection with this agreement shall, upon proper proof, be paid compensation for such time as they are actually detained from their regular hours, less the fee received.

**ARTICLE 17 - JOB POSTING, FILLING VACANCIES AND NEW POSITIONS**

- 1094  
1095  
1096 17.1 When the Town is actively seeking to fill a vacancy the Town shall be required to post said  
1097 vacancy on department bulletin boards. The notice shall be posted for five (5) days, excluding  
1098 Saturdays, Sundays and Holidays, and shall include the rate of pay, minimum qualifications and  
1099 deadline for application. Promotional or Open postings may be advertised.  
1100  
1101 17.2 The Town agrees that whenever a vacant position shall be filled within any job classification  
1102 covered by this agreement first consideration shall be given to qualified Town employee  
1103 applicants for said position.  
1104  
1105 17.3 Each employee within the bargaining unit possessing the minimum qualifications shall have an  
1106 opportunity to apply and be considered for such position. Following the posting deadline, the  
1107 applicants who meet the minimum qualifications shall be invited to participate in the assessment  
1108 process for the vacant position; if applicable, and evaluated based upon their ability to perform the  
1109 job. All things being equal, the applicant with the most seniority shall be appointed.  
1110  
1111 17.4 Employees interviewed for promotional opportunities shall be notified of their acceptance or  
1112 rejection in writing within five (5) working days of the appointment of the position. Employees  
1113 shall be entitled to obtain additional information regarding their status from the Department of  
1114 Human Resources Management and/or the hiring department.

**ARTICLE 18 - WORKING OUT OF CLASSIFICATION**

- 1115  
1116  
1117 18.1 Each employee covered under this Agreement shall work within his/her regular job classification.  
1118 However, in the event of temporary vacancies in either a lower or higher job classification within  
1119 the Bargaining Unit, the Town of Davie may temporarily assign an employee to a different  
1120 classification subject to the following provisions:  
1121
- 1122 18.2 An employee temporarily assigned by his/her department director or designee to a higher paying  
1123 job classification in the Bargaining Unit for a period of eight (8) hours or more within a pay period  
1124 shall be compensated at a rate of pay at least five percent (5%) greater than the employees regular  
1125 rate of pay for the hours worked out of classification.  
1126
- 1127 18.3 The employee temporarily working in a higher classification shall be paid at a step in that higher  
1128 classification sufficient to give the employee a higher rate of pay, but in no event shall that higher  
1129 rate of pay be less than five percent (5%).

**ARTICLE 19 - LAYOFF AND RECALL**

- 19.1 Layoff defined is the separation of an employee for lack of work or funds as determined by the Town, for any reason including but not limited to abolishment of a position/job title, department, division, reduction in force, the contracting out of services, or for any reason without fault or delinquency on the employee's part.
- 19.2 In the event of a layoff as defined in section 19.1, the order of layoff shall be as follows:
1. First – Probationary Part Time bargaining unit employees
  2. Second – Regular Part Time bargaining unit employees
  3. Third – Probationary Full Time bargaining unit employees
  4. Fourth – Regular Full Time bargaining unit employees
- 19.3 Seniority lists shall be established for each bargaining unit class title/job classification affected by a lay-off. All regular bargaining unit employees occupying positions in the affected class title shall be placed on a seniority list. In the event it is necessary to reduce the workforce for any reason, employees shall be laid off in inverse order of seniority, i.e. junior employees first.
- 19.4 An employee who is laid-off as defined in this Article shall, based on Town wide seniority, have the option of bumping either laterally or downward to any position for which the employee is reasonably qualified, and /or has the reasonable ability to be trained at the employee's expense to perform the essential tasks of the job within ninety (90) calendar days of appointment. The Department Director will make the determination within his/her sole discretion, as to whether the employee has the reasonable ability to be trained and/or perform the duties or not. Should the Department Director's decision on this matter have the practical consequence of violating the terms and conditions of the collective bargaining agreement this provision shall not preclude employees or their representatives from raising a grievance.
- 19.5 In the event of a lay-off, the Town will make every effort to give as much notice as possible. In no event will employees receive less than a three (3) week notice of lay-off, or, in lieu of notice, three (3) weeks pay at the employee's regular rate of pay in addition to all paid accrued leaves. The Union shall be furnished copies of all lay off notices for bargaining unit members three (3) days prior to notices being furnished to the affected employees.
- 19.6 Employees laid-off, demoted or transferred due to the exercise of their bumping rights or due to being bumped or whose positions are abolished, shall be placed on recall lists and recalled in order of Town wide seniority. Re-appointment shall be to any vacancies which exist, first, in the class title/job classification from which the employee was laid-off; and second, in any position for which the employee is qualified and possesses Town wide seniority. Laid-off employees shall have the first right to recall for vacancies in the class title from which they were laid-off.



**CONTRACTING OR SUB-CONTRACTING**

- 19.7 If the Town is considering contracting out or sub-contracting work, which will eliminate bargaining unit positions, the Town shall notify the Union no later than seventy-five (75) days prior to making any final decision. The Town shall provide the Union no later than seventy-five (75) days prior to making any final decision with all financial data relating to the proposal being considered.
- 19.8 The Town shall impact bargain with the Union over the issues which will directly affect any remaining bargaining unit employees resulting from the proposed contract or sub-contract. The Union shall have the opportunity to present alternative proposals to the administration before the administration submits its recommendations to the Town Council. Thereafter the Union may present its alternative proposals to the Town Council in accordance with the Town Council's rules and procedures.
- 19.9 If the decision is then made to contract out or sub-contract work, to a private or other governmental entity, the Town shall request that the entity employ the Town's displaced personnel for a period of eighteen (18) months at such wage and benefit levels as the displaced employees received from the Town on the effective date of the sub-contract. However, if the sub-contractor is unwilling to hire the displaced employees with the conditions stated above, the affected employees shall have all of the rights as set forth in Article 19, Layoff and Recall.

**ARTICLE 20 - SAFETY**

- 20.1 The Town agrees that there will be a Town-wide safety committee which meets monthly during the term of this agreement. It is further agreed that the Bargaining Unit can have two (2) members on that committee.
- 20.2 If job equipment is considered unsafe by an employee, then it shall be the responsibility of that employee to immediately report to his/her supervisor the faulty, unsafe equipment. The supervisor will inspect the reported equipment and determine if the equipment will be used or repaired. The supervisor will document his/her determination in writing to the Department Director.
- 20.3 Employees who are required to wear safety devices and/or equipment shall have such devices and/or equipment provided by the Town at no cost to the employee unless damaged or lost through employee negligence.
- 20.4 From time to time the Town may administer safety incentive programs designed to increase employee safety and safe driving. These programs may involve all employees or certain specific work groups.

## ARTICLE 21 - UNIFORMS

21.1 The Town shall provide uniforms to the following classes of employees at no cost to the employee. The Town further agrees to maintain and have laundered said uniforms:  
The following articles shall be issued to each P.S.A:

1. Police Service Aides and P.S.A. Special Assignments shall be supplied with five (5) new complete sets of uniforms upon employment, which shall be replaced thereafter on an "as needed" basis as determined by the Chief of Police or designee. Further, the Town agrees that as a result of a uniform being damaged as a result of an employee working for the Town during said employee's working hours, the Town shall replace said uniform. Uniforms shall consist of the following:
  - a. five (5) shirts, in any combination of short and long sleeves and/or Departmental issued Polo Shirts with an embroidered badge and embroidered name base on assignment to be determined by the Chief of Police ;
  - b. five (5) pairs of slacks or skirts or any combination of slacks and skirts, at the employees option (skirts shall not be worn by P.S.A. Special Assignments when on road duty);
  - c. one (1) belt;
  - d. one (1) pair of shoes;
  - e. one (1) light weight jacket w/winter liner;
  - f. one (1) name tag;
  - g. one (1) hat;
  - h. one (1) metal badge;
  - i. one (1) set of rain gear which includes rain boots;
2. In addition to the above, the Town shall issue the following items to each P.S.A. Special Assignment assigned to road patrol:
  - a. one (1) whistle;
  - b. one (1) large Mag-Lite flashlight & Charger or equivalent;
  - c. one (1) reflective vest;
  - d. one (1) set of gloves;
  - e. dog repellent and holder;
  - f. second pair of uniform shoes (if needed);
  - g. one (1) Ballistic vest\* (optional)

\*If employee is assigned a vest, he/she shall be required to wear the vest.

The above enumerated items shall be replaced on an "as needed" basis as determined by the Chief of Police or designee. Further the Town agrees that uniform items damaged in the course of the P.S.A. Special Assignment's work for the Town shall be replaced by the Town.

3. The Town shall provide uniforms for the building department as follows:

Building Inspectors

- a. five (5) shirts with Town of Davie Logo
- b. one pair of Town approved safety shoes
- c. one (1) light-weight jacket w/winter liner
- d. one (1) hard hat
- e. one (1) large Mag-Lite flashlight & Charger or equivalent;
- f. one (1) pair of rubber boots and rain gear;
- g. one (1) set of gloves;
- h. dog repellent and holder
- i. one (1) badge
- j. one (1) baseball hat

Permit Clerks

- a. five (5) shirts with Town of Davie Logo
- b. five (5) "Dockers" style tan/blue slacks.

4. Should the Town require any bargaining unit member to wear a uniform then the uniform will be provided at Town expense.

- 21.2. The Town shall provide uniforms for bargaining unit employees as follows:

1. Department director may require an employee to wear appropriate steel toed shoes as a safety precaution. Employees required to wear safety shoes will either receive two pairs of Town approved safety shoes per year, or will be reimbursed up to a maximum total of one-hundred and fifty (\$150.00) for up to two (2) pairs of shoes at the Department Director's discretion. Employees receiving safety shoes must wear the safety shoes at all times while on Town time, unless express written authorization from the department director is received relieving the employee of this obligation. Probationary employees who leave Town employment prior to completion of their probationary period shall be required to reimburse the Town for the cost of the safety shoes.
2. Uniforms will also be supplied and laundered for all employees working in the Public Works Department, and Utilities Department. Employees working in the Public Works Department and Utilities Department will be provided with five (5) t-shirts. Blouses and/or shirts supplied for Recreation employees will be laundered by the employee. All employees covered by this Article shall be required to wear the appropriate work shoes and supplied uniforms.
3. The Town agrees to, at the discretion of the Department Director, provide bargaining unit employees with rain gear and a jacket during the winter months.

- 21.3 All footwear referenced above shall comply with ANSI Z41-1991.

1298 21.4 Any employee who breaks, damages or loses his/her uniform or other Town issued item (e.g.,  
1299 equipment) shall pay for the repair, replace the item and/or be subject to disciplinary action if the  
1300 item was broken, damaged or lost due to the employee's negligence or if the employee could have  
1301 avoided the break, damage or loss. The determination of whether the item was broken, damaged  
1302 or lost due to the employee's negligence or whether the employee could have avoided the break,  
1303 damage or loss will be made by the Town Administrator or designee. Any disagreement regarding  
1304 uniforms will be subject to the grievance provisions indicated in Article 7. Upon separation of  
1305 employment with the Town, the employee must return all issued uniform items except safety  
1306 shoes.

## ARTICLE 22 - EDUCATION

- 22.1 Employees, including part time employees, are encouraged to continue their self-development in the field in which they are employed. It is the policy of the Town to pay tuition for courses job related to the work being performed by the employee. The Town of Davie will pay tuition costs equivalent to those charges per credit hour made by a State university for budgeted and pre-approved job related courses at the following rate:
- A – 100%
  - B – 85%
  - C – 70%
- Said approval of courses shall not be unreasonably withheld.
- 22.2 If the course is presented on a “pass/fail” basis, said employees must receive a grade of “pass”, which will be reimbursed at 100%. For vocational/technical courses that do not provide a grade of pass/fail, a certificate of completion will be accepted.
- 22.3 The Town will pay tuition costs equivalent to those charges per credit hour made by a state university for courses with in a degree program category deemed beneficial to the Town by the Town Administrator or designee. Employees must not cease taking class for more than two semesters in order to be eligible for continued tuition reimbursement. At the sole discretion of the Town Administrator or designee the two semester requirement may be extended for an employee’s extenuating circumstances. Those employees who have received, prior to the ratification of this Agreement, tuition reimbursement for degree programs at a rate greater than the State rate may continue to receive tuition reimbursement at the higher rate.
- 22.4 Employees who voluntarily resign, or are terminated, will be required to reimburse the Town for all educational expenses if they do not complete two (2) years of service after the course is completed. In making the determination whether or not to require reimbursement, the Town Administrator or designee shall consider criteria, including, but not limited to, length of continuous service, performance appraisal record, and reason(s) for leaving town employment.
- 22.5 When the course is completed, a copy of the certificate or transcript received showing completion of it should be furnished to the Department Director. After review, the Department Director will forward it to the Town Administrator or designee to be placed in the employee’s personnel file, at which time reimbursement shall take place.
- 22.6 Courses attended by bargaining unit employees, which are required by management shall be treated as hours worked and the employees shift shall be adjusted to avoid the payment of overtime.

**ARTICLE 23 - WAGE INCREASES**

- 23.1 Effective the first full pay period in October 2005, the pay plan for full-time bargaining unit members currently employed in job classifications previously represented by the Federation of Public Employees and for all part time bargaining unit members, including all steps and grades, shall be increased, by six percent (6%) as a cost of living adjustment (COLA).
- Effective from the first full pay period in October 2005 up to the first full pay period in October 2006, bargaining unit members currently employed in job classifications previously categorized as non-represented, will receive, for each hour paid, an additional three percent (3%) of their hourly base salary effective immediately prior to the first full pay period in October 2005. Payment of said additional salary will be included in bi-weekly paychecks. This payment shall not be categorized as a cost of living increase, shall not accumulate in any other year, shall not be calculated as base pay for any purpose, shall be for one fiscal year only, and shall not be in addition to, but shall include the three percent (3%) status quo period salary increase provided to bargaining unit members currently employed in job classifications previously categorized as non-represented, effective the first full pay period in October 2005 and characterized, then, as a COLA.
- 23.2 Effective on the first full pay period in October 2006, the pay plan for bargaining unit members currently employed in job classifications previously categorized as non-represented and for all part time bargaining unit members, including all steps and grades, shall be increased, by three percent (3%) as a COLA.
- 23.3 Effective on the first full pay period in October 2007, the pay plan for full-time bargaining unit members currently employed in job classifications previously represented by the Federation of Public Employees, including all steps and grades, shall be increased, by six percent (6%) as a COLA.
- Effective on the first full pay period in October 2007, the pay plan for bargaining unit members currently employed in job classifications previously categorized as non-represented and for all part time bargaining unit members, including all steps and grades, shall be increased, by three percent (3%) as a COLA.

**ARTICLE 24 - LONGEVITY AND SERVICE AWARDS**

- 24.1 The Town and the bargaining unit agree to maintain the longevity pay eligibility requirements effective immediately prior to the ratification of this agreement.
- 24.2 Consequently, in order to be eligible for longevity payments in the amount equaling six percent (6%) of the basic annual salary, current employee bargaining unit members must meet one of the following requirements:
- Regular full-time bargaining unit members currently employed in job classifications previously categorized as non-represented; who have served as such continuously for three (3) or more full years; and who were hired on or before July 17, 1991; and are eligible.
  - Bargaining unit members employed in job classifications previously represented by the Federation of Public Employees White Collar Unit and who were hired prior to March 05, 1986, are eligible.
- 24.3 Full Time employee bargaining unit members who do not meet one of the eligibility requirements for longevity payments in the amount equaling six percent (6%) of the basic annual salary shall receive longevity payments as follows:
- |                                       |             |
|---------------------------------------|-------------|
| Five (5) years of service             | --\$500.00  |
| Six (6) to ten (10) years of service  | --\$750.00  |
| Eleven (11) years of service and over | --\$1000.00 |
- 24.4 Part Time employee bargaining unit members who do not meet one of the eligibility requirements for longevity payments in the amount equaling six percent (6%) of the basic annual salary and who are paid for working a minimum of 1040 hours per year shall receive longevity payments as follows:
- |                                       |            |
|---------------------------------------|------------|
| Five (5) years of service             | --\$250.00 |
| Six (6) to ten (10) years of service  | --\$375.00 |
| Eleven (11) years of service and over | --\$500.00 |
- 24.5 Employees will be entitled to the longevity payment only if they have completed the specified number of years of service by October 1<sup>st</sup> of the contract year.
- 24.6 Longevity payments will be made on the first pay period in December.
- 24.7 At separation of employment with the Town, the employee member will be paid on a prorated basis from October 1<sup>st</sup> to the date of employment separation.



24.8 When an employee not currently in the bargaining unit transfers into a bargaining unit position any longevity increase that may be due to the employee shall be prorated at the rate listed above. Such prorated amount shall be computed from the date the employee was transferred into the bargaining unit position.

#### **SERVICE AWARDS**

24.9 Upon completion of five (5), ten (10), fifteen (15), twenty (20), twenty-five (25), thirty (30), thirty-five (35), forty (40), forty-five (45), and fifty (50) years of continuous service with the Town, employees shall be presented with service awards to be determined by the Town Administrator or designee. Part time employees shall be eligible for Service Awards.

**ARTICLE 25 - INSURANCE**

**LIFE INSURANCE**

25.1 The Town will agree to maintain for each member covered by this agreement a term insurance policy in full force and effect during the employment of said employee in the amount of \$40,000.

**HEALTH INSURANCE**

25.2 The Town of Davie will provide Health Maintenance Organization (HMO) and Dental Health Maintenance Organization (DHMO) style plans for each employee. The Town will pay 100% of the cost of the Employee HMO/DHMO style plans and 50% of the Dependent portion of the Family HMO/DHMO style plans. The Town will offer employees an option of obtaining a premium Preferred Provider Organization (PPO)/Point of Service (POS) style health plan and/or a premium style dental plan at no additional cost to the employee. The Town reserves the right to change plan design and/or the amounts of the deductibles and/or co-payments, to take effect at the beginning of a plan year and following open enrollment. Employees will be notified of any changes before the open enrollment election date deadline.

**DISABILITY**

25.3 The Town shall furnish short term disability for each employee at no cost to the employee effective January 1, 1993. Short term disability payments will be offset with any applicable leave usage, thus each employee shall not receive more than one hundred percent (100%) of regular weekly pay.

**ARTICLE 26 - PENSION**

- 26.1 Effective the first full pay period in October 2006, the Town will make available, a defined benefit (DB) pension plan equivalent to the Non-Represented General Employee DB Pension Plan, currently in place, for all regular full-time bargaining unit members. No employee contribution to the DB pension plan will be required.
- 26.2 Prior to the October 2006 effective date of the DB pension plan for all regular full-time bargaining unit members:
- The Town will continue to contribute six percent (6%) of the salaries of individual bargaining unit members currently employed in job classifications previously represented by the Federation of Public Employees, to their current defined contribution (DC) 401(a) pension plan, and said individual employees will continue to contribute three percent (3%) of their salaries to the plan.
  - Bargaining unit members currently employed in job classifications previously categorized as non-represented and who are currently members of the Non-Represented General Employee defined benefit (DB) Pension Plan will continue membership in said plan with no employee contribution required.
- 26.3 Employees who as of the October 2006 effective date are not currently members of the Non-Represented General Employee defined benefit (DB) Pension Plan will be provided with a limited period of time during which said employees may make a one time irrevocable election to remain in their current defined contribution (DC) 401(a) pension plan, should they choose not to join the DB pension plan. The option of taking a loan out on the DC 401(a) pension plan will no longer be available to bargaining unit members who elect to remain in the DC 401(a) pension plan subsequent to the October 2006 effective date. Prior to the first full pay period in October 2006, the Town will continue to contribute six percent (6%) of the salaries of individual bargaining unit members who elect to remain in the DC 401(a) pension plan, and said individual employees will continue to contribute three percent (3%) of their salaries to the plan. Effective the first full pay period in October 2006, the Town will increase the Town's contribution to nine percent (9%) of the salaries of individual bargaining unit members who elect to remain in the DC 401(a) pension plan, and no employee contribution to the DC 401(a) pension plan will be required. Effective the first full pay period in October 2007, the Town will increase the towns contribution to eleven and four tenths percent (11.4%) of the salaries of individual bargaining unit members who elect to remain in the DC 401(a) pension plan, and no employee contribution to the DC 401(a) pension plan will be required.
- 26.4 The Town and the bargaining unit agree that the Town may amend and/or terminate and immediately reestablish the defined contribution (DC) 401(a) pension plan, the Non-Represented General Employee defined benefit (DB) Pension Plan, and/or the defined benefit (DB) pension plan to be effective the first full pay period in October 2006 in order to allow employees the option of utilizing contributions held in said plans to buy benefits in subsequent plans to which they may be eligible, to roll over funds to other eligible plans, or cash out funds from said plans.

**ARTICLE 27 - PRIVATE DUTY DETAILS**

- 27.1 Police Service Aides Special Assignment and Crime Scene Technicians who are qualified to work certain private duty details (qualification to work private duty details will be solely determined by the Town):
1. If injured while on an assigned private duty detail said employee shall be entitled to the same rights, privileges, and benefits as if he were injured while performing his duties for the Town, provided the Town has made the assignment.
  2. Private duty detail assignments shall be compensated at the current rate with a minimum of three (3) hours.
- 27.2 In addition to the hourly rate indicated above, the Town will collect the following fees from the vendor who hires the assigned employee for the detail:
- a. \$3.00 administration fee-per detail
  - b. Matching FICA @ 7.65%, Worker's Compensation @ 6.22%, and liability coverage @ 1%. (These percentages will be adjusted in accordance with any rate increases/decreases.)
- 27.3 Any bargaining unit employee who works a detail on Thanksgiving Day, The Day After Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day and Independence Day shall be compensated at double the normal rate of private duty detail pay.

**ARTICLE 28 - PERSONALLY ASSIGNED TAKE-HOME VEHICLE**

- 1535  
1536  
1537 28.1 Bargaining unit employees who are provided a take home vehicle shall be authorized to utilize  
1538 their vehicle off-duty for incidental usage of personal errands or stops on the way to and from  
1539 work.  
1540  
1541 28.2 In order to qualify for a take home vehicle, the bargaining unit employee must reside in Broward,  
1542 Palm Beach, or Miami-Dade County.  
1543  
1544 28.3 Bargaining unit employees shall not use their Town take-home vehicle to convey passengers,  
1545 except for another Town employee or companion while attending authorized training, while on or  
1546 off-duty.  
1547  
1548 28.4 Bargaining unit employees assigned a Town take-home vehicle shall be allowed to convey  
1549 immediate relatives (i.e., children to and from school or emergency situations) only after obtaining  
1550 authorization from the Town Administrator or his designee.  
1551  
1552 28.5 The Town and/or individual departments may establish and/or amend rules governing personally  
1553 assigned take-home vehicles at the Town's sole discretion. Non vehicle related disciplines shall  
1554 not be used to take away vehicles from bargaining unit employees.

**ARTICLE 29 - SALARY INCENTIVE, SPECIAL ASSIGNMENT AND DUTY PAY**

- 29.1 Communication Training Officer designated by the Chief of Police or his designee to train Communication Dispatch personnel shall receive a pay differential of \$50.00 per month.
- 29.2 Road Patrol Police Service Aide (Special Assignment) designated by the Chief of Police or his designee to train Road Patrol Police Service Aides (Special Assignment) shall receive a pay differential of \$50.00 per month.
- 29.3 Bargaining unit employees in the positions of: Building Inspector, Mechanical Inspector, Plumbing Inspector, Electrical Inspector, Building Plans Examiner, Chief Building Inspector, Chief Electrical Inspector, Chief Plumbing Inspector shall be eligible to receive an annual incentive payment in the amount of \$3,600.00 which will be made in incremental payments on each pay period (i.e., approximately \$138.46 per pay period) while the employee remains in the applicable job classification. The parties further agree that this incentive payment will be paid only as long as the Town determines that the developmental activity within the Town warrants such incentive payments. In this regard, the parties agree that the Town's decision as to whether this incentive payment plan should be continued or modified remains in the Town Administrator's (or designee) sole and exclusive discretion, and that the discontinuance or modification of this incentive payment by the Town shall be subject to any bargaining requirements before or after the decision is implemented.

**ARTICLE 30 - DRUG- AND ALCOHOL-FREE WORKPLACE**

30.1 The Town and the Union recognize that employee substance and alcohol abuse is a serious problem and can have an adverse impact on Town government, the image of the Town, the general health, welfare, and safety of Town employees, and the general public at large. Accordingly, the Town and the Union agree to promote a drug- and alcohol-free workplace. The Town will maintain a drug-free and alcohol-free workplace policy that meets the Federal Drug Free Workplace Act and the Florida Drug-Free Workplace program requirements as set forth in Chapter 440 of the Florida statutes. It is a condition of employment that all employees abide by the Town's drug-free and alcohol-free workplace policy. All current and future applicants and employees are covered by this policy and, as a condition of employment, are required to abide by the terms of this policy. Because of state or federal laws and regulations, certain employees may be subject to additional requirements. The Town shall require an employee to submit to drug and/or alcohol testing whenever it has reasonable suspicion that an employee is in violation of this policy. Random testing may be conducted pursuant to the Florida Drug-Free Workplace program.

**ARTICLE 31 - SAVINGS CLAUSE**

- 1591  
1592  
1593 31.1 If any provision of this Agreement, or the application of such provision, shall be rendered or  
1594 declared invalid by any court of competent jurisdiction, the remaining parts or portions of this  
1595 Agreement shall remain in full force and effect. In the event of the foregoing, the parties, upon  
1596 demand, agree to renegotiate a replacement provision.  
1597
- 1598 31.2 It is acknowledged that during negotiations which resulted in this agreement the Union had the  
1599 unlimited right and opportunity to make proposals with respect to all proper subjects within  
1600 the scope of representation. Therefore, for the term of this agreement, the Union agrees that  
1601 the Town shall not be obligated to meet and confer with respect to any subject or matter not  
1602 specifically referred to or covered in this agreement. All terms and conditions of employment  
1603 not covered by this agreement shall continue to be subject to the Town's direction and control.  
1604
- 1605 31.3 During the term of this agreement benefits enacted by this contract, shall not be changed without  
1606 mutual consent of the Union and Town during the term of this agreement.



**ARTICLE 32 - TOTALITY OF AGREEMENT**

32.1 The Town and the Union recognize and agree that the provisions contained herein represent the totality of the agreement between the parties. It is understood and agreed, however, that the parties may by voluntary mutual consent, modify or add to this agreement at any time during its term. Absent such mutual consent, there exists no obligation or duty to otherwise negotiate during the term of this agreement, any provision to the contrary notwithstanding.

**ARTICLE 33 - TERM OF AGREEMENT**

This Agreement shall be in effect for three (3) years commencing October 01, 2005 and expiring September 30, 2008.

The parties agree that no earlier than one hundred twenty (120) days prior to the expiration of this agreement and no later than thirty (30) days prior to the expiration of this Agreement, the parties shall meet, confer and exchange proposals concerning the negotiations of a new agreement. If a new agreement is not reached upon expiration of this current agreement, this agreement shall continue in effect until a new agreement is signed.

The Town agrees to permit seven (7) bargaining unit employees to participate in contract negotiations between the Town and the Union during regular business hours with no loss of pay.

Dated this Seventeenth day of May, 2006.

TOWN OF DAVIE

FLORIDA STATE LODGE,  
FRATERNAL ORDER OF POLICE

BY: \_\_\_\_\_  
Mayor/Councilmember

BY: \_\_\_\_\_  
Town Administrator

BY: \_\_\_\_\_  
FOP Staff Representative